

**SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS**  
*(See instructions on reverse)*

 OMB No.: 9000-0006  
 Expires: 04/30/2001

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

|  |          |             |   |  |
|--|----------|-------------|---|--|
| <b>1. CORPORATION, COMPANY OR SUBDIVISION COVERED</b>  |          |             | <b>3. DATE SUBMITTED</b>  |  |
| a. COMPANY NAME  |          |             | <b>4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU:</b><br><input type="checkbox"/> MAR 31 <input type="checkbox"/> SEPT 30    YEAR _____ |  |
| b. STREET ADDRESS  |          |             |   |  |
| c. CITY  | d. STATE | e. ZIP CODE |   |  |
| <b>2. CONTRACTOR IDENTIFICATION NUMBER</b>   |          |             | <b>5. TYPE OF REPORT</b><br><input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED                  |  |
| <b>6. ADMINISTERING ACTIVITY (Please check applicable box)</b>   |          |             |   |  |
| <input type="checkbox"/> ARMY <input type="checkbox"/> GSA <input type="checkbox"/> NASA<br><input type="checkbox"/> NAVY <input type="checkbox"/> DOE <input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)<br><input type="checkbox"/> AIR FORCE <input type="checkbox"/> DEFENSE LOGISTICS AGENCY |          |             |   |  |
| <b>7. REPORT SUBMITTED AS (Check one and provide appropriate number)</b>   |          |             | <b>8. AGENCY OR CONTRACTOR AWARDED CONTRACT</b>   |  |
| <input type="checkbox"/> PRIME CONTRACTOR<br><input type="checkbox"/> SUBCONTRACTOR  |          |             | a. AGENCY'S OR CONTRACTOR'S NAME<br>b. STREET ADDRESS   |  |
| PRIME CONTRACT NUMBER _____<br>SUBCONTRACT NUMBER _____  |          |             | c. CITY                      d. STATE    e. ZIP CODE  |  |
| <b>9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:</b><br><input type="checkbox"/> DO INCLUDE INDIRECT COSTS <input type="checkbox"/> DO NOT INCLUDE INDIRECT COSTS  |          |             |   |  |

**SUBCONTRACT AWARDS**

| TYPE   | CURRENT GOAL  |         | ACTUAL CUMULATIVE |         |
|--|---------------|---------|-------------------|---------|
|  | WHOLE DOLLARS | PERCENT | WHOLE DOLLARS     | PERCENT |
| 10a. SMALL BUSINESS CONCERNS (Include SDB, WOSB, HBCU/MI, HUBZone SB) (Dollar Amount and Percent of 10c.)                                  |               |         |                   |         |
| 10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c.)   |               |         |                   |         |
| 10c. TOTAL (Sum of 10a and 10b.)   |               | 100.0%  |                   | 100.0%  |
| 11. SMALL DISADVANTAGED (SDB) CONCERNS (Include HBCU/MI) (Dollar Amount and Percent of 10c.)   |               |         |                   |         |
| 12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c.)   |               |         |                   |         |
| 13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) (If applicable) (Dollar Amount and Percent of 10c.) |               |         |                   |         |
| 14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c.)   |               |         |                   |         |
| 15. REMARKS  |               |         |                   |         |

16a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN

16b. TELEPHONE NUMBER

AREA CODE

NUMBER

 AUTHORIZED FOR LOCAL REPRODUCTION  
 Previous edition is not usable

 STANDARD FORM 294 (REV. 12-98)  
 Prescribed by GSA-FAR (48 CFR) 53.219(a)

**GENERAL INSTRUCTIONS**

1. This report is not required from small businesses.

2. This report is not required for commercial items for which a commercial plan has been approved, nor from large businesses in the Department of Defense (DOD) Test Program for Negotiation of Comprehensive Subcontracting Plans. The Summary Subcontract Report (SF 295) is required for contractors operating under one of these two conditions and should be submitted to the Government in accordance with the instructions on that form.

3. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and HUBZone Small Business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).

4. This report is required for each contract containing a subcontracting plan and must be submitted to the administrative contracting officer (ACO) or contracting officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.

5. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.

6. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.

7. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

**SPECIFIC INSTRUCTIONS**

**BLOCK 2:** For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and; (8) Company affiliation.

**BLOCK 4:** Check only one. Note that all subcontract award data reported on this form represents activity since the inception of the contract through the date indicated in this block.

**BLOCK 5:** Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed the contract or subcontract reported in Block 7. A "Revised" report is a change to a report previously submitted for the same period.

**BLOCK 6:** Identify the department or agency administering the majority of subcontracting plans.

**BLOCK 7:** Indicate whether the reporting contractor is submitting this report as a prime contractor or subcontractor and the prime contract or subcontract number.

**BLOCK 8:** Enter the name and address of the Federal department or agency awarding the contract or the prime contractor awarding the subcontract.

**BLOCK 9:** Check the appropriate block to indicate whether indirect costs are included in the dollar amounts in blocks 10a through 14. To ensure comparability between the goal and actual columns, the contractor may include indirect costs in the actual column only if the subcontracting plan included indirect costs in the goal.

**BLOCKS 10a through 14:** Under "Current Goal," enter the dollar and percent goals in each category (SB, SDB, WOSB, and HUBZone SB) from the subcontracting plan approved for this contract. (If the original goals agreed upon at contract award have been revised as a result of contract

modifications, enter the original goals in Block 15. The amounts entered in Blocks 10a through 14 should reflect the revised goals.) Under "Actual Cumulative," enter actual subcontract achievements (dollar and percent) from the inception of the contract through the date of the report shown in Block 4. In cases where indirect costs are included, the amounts should include both direct awards and an appropriate prorated portion of indirect awards.

**BLOCK 10a:** Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

**BLOCK 10b:** Report all subcontracts awarded to large businesses (LBs).

**BLOCK 10c:** Report on this line the total of all subcontracts awarded under this contract (the sum of lines 10a and 10b).

**BLOCKS 11 through 14:** Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e. g., SDBs owned by women).

**BLOCK 11:** Report all subcontracts awarded to SDBs (including women-owned and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

**BLOCK 12:** Report all subcontracts awarded to Women-Owned firms (including SDBs and HUBZone SBs owned by women).

**BLOCK 13 (For contracts with DoD, NASA, and Coast Guard):** Report all subcontracts with HBCUs/MIs. Complete the column under "Current Goal" only when the subcontracting plan establishes a goal.

**BLOCK 14:** Report all subcontracts awarded to HUBZone SBs (including women-owned and SDB HUBZone SBs).

**BLOCK 15:** Enter a short narrative explanation if (a) SB, SDB, WOSB, or HUBZone SB accomplishments fall below that which would be expected using a straight-line projection of goals through the period of contract performance; or (b) if this is a final report, any one of the three goals was not met.

**DEFINITIONS**

1. Commercial item means a product or service that satisfies the definition of commercial item in Section 2.101 of the Federal Acquisition Regulation.

2. Commercial plan means a subcontracting plan, including goals, that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

3. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the prime contractor/subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

4. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).

5. Indirect costs are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

**DISTRIBUTION OF THIS REPORT****For the Awarding Agency or Contractor:**

The original copy of this report should be provided to the contracting officer at the agency or contractor identified in Block 8. For contracts with DOD, a copy should also be provided to the Defense Logistics Agency (DLA) at the cognizant Defense Contract Management Area Operations (DCMAO) office.

**For the Small Business Administration (SBA):**

A copy of this report must be provided to the cognizant Commercial Market Representative (CMR) at the time of a compliance review. It is **NOT** necessary to mail the SF 294 to SBA unless specifically requested by the CMR.

## 53.301-295 Summary Subcontract Report.

| <b>SUMMARY SUBCONTRACT REPORT</b><br><i>(See instructions on reverse)</i>  |  |               | <b>OMB No.: 9000-0007</b><br><b>Expires: 06/30/2000</b>   |                     |   |  |   |  |   |  |   |  |
|--|--|---------------|---|---------------------|---|--|---|--|---|--|---|--|
| Public reporting burden for this collection of information is estimated to average 12.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.   |  |               |   |                     |   |  |   |  |   |  |   |  |
| <b>1. CORPORATION, COMPANY OR SUBDIVISION COVERED</b><br>a. COMPANY NAME<br>_____<br>b. STREET ADDRESS<br>_____<br>c. CITY<br>_____  |  |               | <b>3. DATE SUBMITTED</b><br>_____<br><b>4. REPORTING PERIOD:</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCT 1 - MAR 31             </div> <div> <input type="checkbox"/> OCT 1 - SEPT 30             </div> <div>               YEAR<br/>               _____             </div> </div> |                     |   |  |   |  |   |  |   |  |
| <b>2. CONTRACTOR IDENTIFICATION NUMBER</b><br>_____  |  |               | <b>5. TYPE OF REPORT</b><br><input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED  |                     |   |  |   |  |   |  |   |  |
| <b>6. ADMINISTERING ACTIVITY (Please check applicable box)</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ARMY<br/> <input type="checkbox"/> NAVY<br/> <input type="checkbox"/> AIR FORCE             </div> <div> <input type="checkbox"/> DEFENSE LOGISTICS AGENCY<br/> <input type="checkbox"/> NASA<br/> <input type="checkbox"/> GSA             </div> <div> <input type="checkbox"/> DOE<br/> <input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)<br/>               _____             </div> </div>                            |  |               |   |                     |   |  |   |  |   |  |   |  |
| <b>7. REPORT SUBMITTED AS (Check one)</b><br><input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> BOTH<br><input type="checkbox"/> SUBCONTRACTOR   |  |               | <b>8. TYPE OF PLAN</b><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> COMMERCIAL<br>IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTABLE TO THIS AGENCY. <span style="float: right;">▶</span>   |                     |   |  |   |  |   |  |   |  |
| <b>9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES</b><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a</td> <td style="width: 45%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">c</td> <td style="width: 45%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">b</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="text-align: center;">d</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table> |  |               |   |                     | a |  | c |  | b |  | d |  |
| a  |  | c             |   |                     |   |  |   |  |   |  |   |  |
| b  |  | d             |   |                     |   |  |   |  |   |  |   |  |
| <b>CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS</b><br><i>(Report cumulative figures for reporting period in Block 4)</i>   |  |               |   |                     |   |  |   |  |   |  |   |  |
| TYPE   |  | WHOLE DOLLARS | PERCENT<br>(To nearest tenth of a %)  |                     |   |  |   |  |   |  |   |  |
| 10a. SMALL BUSINESS CONCERNS (Include SDB, WOSB, HBCU/MI, HUBZone SB) (Dollar Amount and Percent of 10c.)  |  |               |   |                     |   |  |   |  |   |  |   |  |
| 10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c.)   |  |               |   |                     |   |  |   |  |   |  |   |  |
| 10c. TOTAL (Sum of 10a and 10b.)   |  |               | 100.0%  |                     |   |  |   |  |   |  |   |  |
| 11. SMALL DISADVANTAGED (SDB) CONCERNS (Include HBCU/MI) (Dollar Amount and Percent of 10c.)   |  |               |   |                     |   |  |   |  |   |  |   |  |
| 12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c.)   |  |               |   |                     |   |  |   |  |   |  |   |  |
| 13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) (If applicable) (Dollar Amount and Percent of 10c.)   |  |               |   |                     |   |  |   |  |   |  |   |  |
| 14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c.)   |  |               |   |                     |   |  |   |  |   |  |   |  |
| 15. REMARKS  |  |               |   |                     |   |  |   |  |   |  |   |  |
| 16. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM   |  |               |   |                     |   |  |   |  |   |  |   |  |
| a. NAME  |  | b. TITLE      |   | c. TELEPHONE NUMBER |   |  |   |  |   |  |   |  |
|  |  |               |   | AREA CODE    NUMBER |   |  |   |  |   |  |   |  |
| 17. CHIEF EXECUTIVE OFFICER  |  |               |   |                     |   |  |   |  |   |  |   |  |
| a. NAME  |  | c. SIGNATURE  |   |                     |   |  |   |  |   |  |   |  |
| b. TITLE   |  | d. DATE       |   |                     |   |  |   |  |   |  |   |  |

## GENERAL INSTRUCTIONS

1. This report is not required from small businesses.

2. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and HUBZone Small Business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).

3. This report must be submitted semi-annually (for the six months ended March 31st and the twelve months ended September 30th) for contracts with the Department of Defense (DOD) and annually (for the twelve months ended September 30th) for contracts with civilian agencies, except for contracts covered by an approved Commercial Plan (see special instructions in right-hand column). Reports are due 30 days after the close of each reporting period.

4. This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating on a separate profit center) basis, unless otherwise directed by the agency awarding the contract.

5. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. (Note that DOD is considered to be a single agency; see next instruction.)

6. For DOD, a consolidated report should be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DOD prime contractors. However, DOD contractors involved in construction and related maintenance and repair must submit a separate report for each DOD component.

7. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.

8. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.

9. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

10. See special instructions in right-hand column for Commercial Plans.

## SPECIFIC INSTRUCTIONS

**BLOCK 2:** For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and (8) Company affiliation.

**BLOCK 4:** Check only one. Note that March 31 represents the six months from October 1st and that September 30th represents the twelve months from October 1st. Enter the year of the reporting period.

**BLOCK 5:** Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed all the contracts containing subcontracting plans awarded by the agency to which it is reporting. A "Revised" report is a change to a report previously submitted for the same period.

**BLOCK 6:** Identify the department or agency administering the majority of subcontracting plans.

**BLOCK 7:** This report encompasses all contracts with the Federal Government for the agency to which it is submitted, including subcontracts received from other large businesses that have contracts with the same agency. Indicate in this block whether the contractor is a prime contractor, subcontractor, or both (check only one).

**BLOCK 8:** Check only one. Check "Commercial Plan" only if this report is under an approved Commercial Plan. For a Commercial Plan, the contractor must specify the percentage of dollars in Blocks 10a through 14 attributable to the agency to which this report is being submitted.

**BLOCK 9:** Identify the major product or service lines of the reporting organization.

**BLOCKS 10a through 14:** These entries should include all subcontract awards resulting from contracts or subcontracts, regardless of dollar amount, received from the agency to which this report is submitted. If reporting as a subcontractor, report all subcontracts awarded under prime contracts. Amounts should include both direct awards and an appropriate prorated portion of indirect awards. (The indirect portion is based on the percentage of work being performed for the organization to which the report is being submitted in relation to other work being performed by the prime contractor/subcontractor.) Do not include awards made in support of commercial business unless "Commercial" is checked in Block 8 (see Special Instructions for Commercial Plans in right hand column).

Report only those dollars subcontracted this fiscal year for the period indicated in Block 4.

**BLOCK 10a:** Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

**BLOCK 10b:** Report all subcontracts awarded to large businesses (LBs).

**BLOCK 10c:** Report on this line the grand total of all subcontracts (the sum of lines 10a and 10b).

**BLOCKS 11 and 14:** Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e.g., SDBs owned by women); likewise subcontracts to HBCUs or MIs should be reported on both Block 11 and 13.

**BLOCK 11:** Report all subcontracts awarded to SDBs (including women-owned and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

**BLOCK 12:** Report all subcontracts awarded to Women-Owned Small Business firms (including SDBs and HUBZone SBs owned by women).

**BLOCK 13 (For contracts with DOD, NASA, and Coast Guard):** Enter the dollar value of all subcontracts with HBCUs/MIs.

**BLOCK 14:** Report all subcontracts awarded to HUBZone SBs (including women-owned and SDB HUBZone SBs).

## SPECIAL INSTRUCTIONS FOR COMMERCIAL PLANS

1. This report is due on October 30th each year for the previous fiscal year ended September 30th.

2. The annual report submitted by reporting organizations that have an approved company-wide annual subcontracting plan for commercial items shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial items, if any.

3. Enter in Blocks 10a through 14 the total of all subcontract awards under the contractor's Commercial Plan. Show in Block 8 the percentage of this total that is attributable to the agency to which this report is being submitted. This report must be submitted to each agency from which contracts for commercial items covered by an approved Commercial Plan were received.

## DEFINITIONS

1. Commercial item means a product or service that satisfies the definition of commercial item in Section 2.101 of the Federal Acquisition Regulation.

2. Commercial plan means a subcontracting plan, including goals, that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

3. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the prime contractor/subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

4. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).

5. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

## SUBMITTAL ADDRESSES FOR ORIGINAL REPORT

For DOD Contractors, send reports to the cognizant contract administration office as stated in the contract.

For Civilian Agency Contractors, send reports to awarding agency:

1. NASA: Forward reports to NASA, Office of Procurement (HS), Washington, DC 20546
2. OTHER FEDERAL DEPARTMENTS OR AGENCIES: Forward report to the OSDBU Director unless otherwise provided for in instructions by the Department or Agency.

## FOR ALL CONTRACTORS:

SMALL BUSINESS ADMINISTRATION (SBA): Send "info copy" to the cognizant Commercial Market Representative (CMR) at the address provided by SBA. Call SBA Headquarters in Washington, DC at (202) 205-6475 for correct address if unknown.

STANDARD FORM 295 (REV. 12-98) BACK

|   |  |                   |
|---|--|-------------------|
| <b>BID BOND</b><br>(See instruction on reverse) | DATE BOND EXECUTED (Must not be later than bid opening date) | OMB NO.:9000-0045 |
|---|--|-------------------|

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

|   |  |                                      |
|---|--|--------------------------------------|
| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION ("X" one)         |                                      |
|   | <input type="checkbox"/> INDIVIDUAL    | <input type="checkbox"/> PARTNERSHIP |
|   | <input type="checkbox"/> JOINT VENTURE | <input type="checkbox"/> CORPORATION |
|   |  | STATE OF INCORPORATION               |

SURETY(IES) (Name and business address)

| PENAL SUM OF BOND    |                      |             |            |       | BID IDENTIFICATION                        |                |
|----------------------|----------------------|-------------|------------|-------|---|----------------|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED |             |            |       | BID DATE                                  | INVITATION NO. |
|                      | MILLION(S)           | THOUSAND(S) | HUNDRED(S) | CENTS |   |                |
|                      |                      |             |            |       | FOR (Construction, Supplies, or Services) |                |

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                     |                               |               |        |                      |                |
|-------------------------------|-------------------------------|---------------|--------|----------------------|----------------|
| SIGNATURE(S)                  | 1.                            | 2.            | 3.     |                      |                |
|                               |                               |               |        |                      |                |
|                               | (Seal)                        | (Seal)        | (Seal) |                      |                |
| NAME(S) & TITLE(S)<br>(Typed) | 1.                            | 2.            | 3.     |                      | Corporate Seal |
|                               |                               |               |        |                      |                |
| INDIVIDUAL SURETY(IES)        |                               |               |        |                      |                |
| SIGNATURE(S)                  | 1.                            | 2.            |        |                      |                |
|                               |                               | (Seal)        |        | (Seal)               |                |
| NAME(S)<br>(Typed)            | 1.                            | 2.            |        |                      |                |
|                               |                               |               |        |                      |                |
| CORPORATE SURETY(IES)         |                               |               |        |                      |                |
| SURETY A                      | NAME & ADDRESS                | STATE OF INC. |        | LIABILITY LIMIT (\$) | Corporate Seal |
|                               | SIGNATURE(S)                  | 1.            | 2.     |                      |                |
|                               | NAME(S) & TITLE(S)<br>(Typed) | 1.            | 2.     |                      |                |

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 24 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(a)

|                 |                               |    |               |                      |                       |
|-----------------|-------------------------------|----|---------------|----------------------|-----------------------|
| <b>SURETY B</b> | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                  | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                      |                       |
| <b>SURETY C</b> | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                  | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                      |                       |
| <b>SURETY D</b> | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                  | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                      |                       |
| <b>SURETY E</b> | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                  | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                      |                       |
| <b>SURETY F</b> | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                  | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                      |                       |
| <b>SURETY G</b> | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
|                 | SIGNATURE(S)                  | 1. | 2.            |                      |                       |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                      |                       |

## INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

12. Section 53.301-25 is revised to read as follows:

**53.301-25 Performance Bond.**

| <b>PERFORMANCE BOND</b><br><i>(See instructions on reverse)</i>  | DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>  | OMB No.: 9000-0045 |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
|--|--|--------------------|-------------------|--|--|--|------------|-------------|------------|-------|--|--|--|--|---------------|--------------|--|--|
| Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405. |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| PRINCIPAL <i>(Legal name and business address)</i>   | TYPE OF ORGANIZATION <i>("X" one)</i><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION<br>STATE OF INCORPORATION   |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| SURETY(IES) <i>(Name(s) and business address(es))</i>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-size: small;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%; font-size: small;">MILLION(S)</th> <th style="width: 25%; font-size: small;">THOUSAND(S)</th> <th style="width: 25%; font-size: small;">HUNDRED(S)</th> <th style="width: 25%; font-size: small;">CENTS</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; font-size: small;">CONTRACT DATE</th> <th style="width: 50%; font-size: small;">CONTRACT NO.</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table> |                    | PENAL SUM OF BOND |  |  |  | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |  |  |  |  | CONTRACT DATE | CONTRACT NO. |  |  |
| PENAL SUM OF BOND  |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| MILLION(S)   | THOUSAND(S)  | HUNDRED(S)         | CENTS             |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
|  |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| CONTRACT DATE  | CONTRACT NO.   |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
|  |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

| PRINCIPAL                            |                                      |               |                       |                |
|--------------------------------------|--------------------------------------|---------------|-----------------------|----------------|
| SIGNATURE(S)                         | 1.                                   | 2.            | 3.                    | Corporate Seal |
|                                      | (Seal)                               | (Seal)        | (Seal)                |                |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.                                   | 2.            | 3.                    |                |
| INDIVIDUAL SURETY(IES)               |                                      |               |                       |                |
| SIGNATURE(S)                         | 1.                                   | 2.            |                       |                |
|                                      | (Seal)                               | (Seal)        |                       |                |
| NAME(S)<br><i>(Typed)</i>            | 1.                                   | 2.            |                       |                |
| CORPORATE SURETY(IES)                |                                      |               |                       |                |
| SURETY A                             | NAME & ADDRESS                       | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                      | SIGNATURE(S)                         | 1.            | 2.                    |                |
|                                      | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.            | 2.                    |                |

| CORPORATE SURETY(IES) (Continued) |                            |    |               |                 |                |
|-----------------------------------|----------------------------|----|---------------|-----------------|----------------|
| SURETY B                          | NAME & ADDRESS             |    | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
|                                   | SIGNATURE(S)               | 1. | 2.            | \$              |                |
|                                   | NAME(S) & TITLE(S) (Typed) | 1. | 2.            |                 |                |
| SURETY C                          | NAME & ADDRESS             |    | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
|                                   | SIGNATURE(S)               | 1. | 2.            | \$              |                |
|                                   | NAME(S) & TITLE(S) (Typed) | 1. | 2.            |                 |                |
| SURETY D                          | NAME & ADDRESS             |    | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
|                                   | SIGNATURE(S)               | 1. | 2.            | \$              |                |
|                                   | NAME(S) & TITLE(S) (Typed) | 1. | 2.            |                 |                |
| SURETY E                          | NAME & ADDRESS             |    | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
|                                   | SIGNATURE(S)               | 1. | 2.            | \$              |                |
|                                   | NAME(S) & TITLE(S) (Typed) | 1. | 2.            |                 |                |
| SURETY F                          | NAME & ADDRESS             |    | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
|                                   | SIGNATURE(S)               | 1. | 2.            | \$              |                |
|                                   | NAME(S) & TITLE(S) (Typed) | 1. | 2.            |                 |                |
| SURETY G                          | NAME & ADDRESS             |    | STATE OF INC. | LIABILITY LIMIT | Corporate Seal |
|                                   | SIGNATURE(S)               | 1. | 2.            | \$              |                |
|                                   | NAME(S) & TITLE(S) (Typed) | 1. | 2.            |                 |                |

|              |                        |            |
|--------------|------------------------|------------|
| BOND PREMIUM | RATE PER THOUSAND (\$) | TOTAL (\$) |
|--------------|------------------------|------------|

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.



13. Section 53.301-25A is revised to read as follows:

**53.301-25-A Payment Bond.**

| <b>PAYMENT BOND</b><br><i>(See instructions on reverse)</i>  | DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>  | OMB No.: 9000-0045 |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
|--|--|--------------------|-------------------|--|--|--|------------|-------------|------------|-------|--|--|--|--|---------------|--------------|--|--|
| Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405 |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| PRINCIPAL <i>(Legal name and business address)</i>   | TYPE OF ORGANIZATION <i>("X" one)</i><br><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION<br>STATE OF INCORPORATION   |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| SURETY(IES) <i>(Name(s) and business address(es))</i>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-size: small;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%; font-size: x-small;">MILLION(S)</td> <td style="width: 25%; font-size: x-small;">THOUSAND(S)</td> <td style="width: 25%; font-size: x-small;">HUNDRED(S)</td> <td style="width: 25%; font-size: x-small;">CENTS</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: x-small;">CONTRACT DATE</td> <td style="width: 50%; font-size: x-small;">CONTRACT NO.</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table> |                    | PENAL SUM OF BOND |  |  |  | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |  |  |  |  | CONTRACT DATE | CONTRACT NO. |  |  |
| PENAL SUM OF BOND  |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| MILLION(S)   | THOUSAND(S)  | HUNDRED(S)         | CENTS             |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
|  |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
| CONTRACT DATE  | CONTRACT NO.   |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |
|  |  |                    |                   |  |  |  |            |             |            |       |  |  |  |  |               |              |  |  |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

| PRINCIPAL                            |                                      |        |               |                       |                |
|--------------------------------------|--------------------------------------|--------|---------------|-----------------------|----------------|
| SIGNATURE(S)                         | 1.                                   | 2.     | 3.            | Corporate Seal        |                |
|                                      | (Seal)                               | (Seal) | (Seal)        |                       |                |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.                                   | 2.     | 3.            |                       |                |
| INDIVIDUAL SURETY(IES)               |                                      |        |               |                       |                |
| SIGNATURE(S)                         | 1.                                   | 2.     |               |                       |                |
|                                      | (Seal)                               | (Seal) |               |                       |                |
| NAME(S)<br><i>(Typed)</i>            | 1.                                   | 2.     |               |                       |                |
| CORPORATE SURETY(IES)                |                                      |        |               |                       |                |
| SURETY A                             | NAME & ADDRESS                       |        | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                      | SIGNATURE(S)                         | 1.     | 2.            |                       |                |
|                                      | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.     | 2.            |                       |                |

| CORPORATE SURETY(IES) (Continued) |                               |    |               |                       |                |
|-----------------------------------|-------------------------------|----|---------------|-----------------------|----------------|
| SURETY B                          | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                   | SIGNATURE(S)                  | 1. | 2.            |                       |                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                       |                |
| SURETY C                          | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                   | SIGNATURE(S)                  | 1. | 2.            |                       |                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                       |                |
| SURETY D                          | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                   | SIGNATURE(S)                  | 1. | 2.            |                       |                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                       |                |
| SURETY E                          | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                   | SIGNATURE(S)                  | 1. | 2.            |                       |                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                       |                |
| SURETY F                          | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                   | SIGNATURE(S)                  | 1. | 2.            |                       |                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                       |                |
| SURETY G                          | NAME & ADDRESS                |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                                   | SIGNATURE(S)                  | 1. | 2.            |                       |                |
|                                   | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.            |                       |                |

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

14. Section 53.301-28 is revised to read as follows:

**53.301-28 Affidavit of Individual Surety.**

|   |  |   |                          |
|---|--|---|--------------------------|
| <b>AFFIDAVIT OF INDIVIDUAL SURETY</b><br><i>(See instructions on reverse)</i>   |  | OMB No.: 9000-0001  |                          |
| <p>Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</p>  |  |   |                          |
| STATE OF _____  |  | <b>SS.</b>  |                          |
| COUNTY OF _____   |  |   |                          |
| <p>I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.</p> |  |   |                          |
| 1. NAME (First, Middle, Last) (Type or Print)   |  | 2. HOME ADDRESS (Number, Street, City, State, ZIP code)                   |                          |
| 3. TYPE AND DURATION OF OCCUPATION  |  | 4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)              |                          |
| 5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any)<br>(Number, Street, City, State, ZIP Code)  |  | 6. TELEPHONE NUMBER<br>HOME -<br>BUSINESS -                               |                          |
| 7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:  |  |   |                          |
| (a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)  |  |   |                          |
| (b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).  |  |   |                          |
| 8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.   |  |   |                          |
| 9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.  |  |   |                          |
| <b>DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.</b>   |  |   |                          |
| 10. SIGNATURE   |  | 11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate) |                          |
| <b>12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:</b>  |  |   |                          |
| a. DATE OATH ADMINISTERED<br>MONTH      DAY      YEAR   |  | b. CITY AND STATE (Or other jurisdiction)                                 |                          |
| c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH<br>(Type or print)   |  | d. SIGNATURE  | e. MY COMMISSION EXPIRES |
|   |  |   |                          |
|   |  |   | Official<br>Seal         |

---

**INSTRUCTIONS**

1. Individual sureties on bonds executed in connection with Government contracts, shall complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety shall have the completed form notarized.
2. No corporation, partnership, or other unincorporated associations or firms, as such, are acceptable as individual sureties. Likewise members of a partnership are not acceptable as sureties on bonds which partnership or associations, or any co-partner or member thereof is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond which this affidavit supports.
3. United States citizenship is a requirement for individual sureties. However, only a permanent resident of the place of execution of the contract and bond is required for individual sureties in the following locations - any foreign country; the Commonwealth of Puerto Rico; the Virgin Islands; the Canal Zone; Guam; or any other territory or possession of the United States.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of firm, partnership, or joint venture, or an officer of the corporation involved.

15. Section 53.301-275 is revised to read as follows:

**53.301-275 Reinsurance Agreement in Favor of the United States.**

|  |  |                           |
|--|--|---------------------------|
| <b>REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES</b><br><i>(See instructions on reverse)</i>   |  | <b>OMB No.: 9000-0045</b> |
| Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405. |  |                           |
| <b>1. DIRECT WRITING COMPANY*</b>  | <b>1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT</b> |                           |
|  | <b>1B. STATE OF INCORPORATION</b>                              |                           |
| <b>2. REINSURING COMPANY*</b>  | <b>2A. AMOUNT OF THIS REINSURANCE (\$)</b>                     |                           |
|  | <b>2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT</b>     |                           |
|  | <b>2C. STATE OF INCORPORATION</b>                              |                           |
| <b>3. DESCRIPTION OF BOND</b>  |  |                           |
| <b>3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)</b>  | <b>3B. PENAL SUM OF BOND</b><br>\$                             |                           |
|  | <b>3C. DATE OF BOND</b>  | <b>3D. BOND NO.</b>       |
|  | <b>3E. PRINCIPAL*</b>  |                           |
|  | <b>3F. STATE OF INCORPORATION (If Corporate Principal)</b>     |                           |

**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

**TERMS AND CONDITIONS:**

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

**THEREFORE:**

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

**WITNESS**

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

(Over)

\*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

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Previous edition usable

**STANDARD FORM 275 (REV. 10-98)**  
Prescribed by GSA-FAR (48 CFR) 53.228(j)

| 4. DIRECT WRITING COMPANY      |                                |                   |
|--------------------------------|--------------------------------|-------------------|
| 4A.(1). SIGNATURE              | (2). ATTEST: SIGNATURE         | Corporate<br>Seal |
| 4B.(1). NAME AND TITLE (Typed) | 4B.(2). NAME AND TITLE (Typed) |                   |
| 5. REINSURING COMPANY          |                                |                   |
| 5A.(1). SIGNATURE              | (2). ATTEST: SIGNATURE         | Corporate<br>Seal |
| 5B.(1). NAME AND TITLE (Typed) | 5B.(2). NAME AND TITLE (Typed) |                   |

## INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

16. Section 53.301-1416 is revised to read as follows:

**53.301-1416 Payment Bond for Other than Construction Contracts.**

|  |  |   |   |                   |            |
|--|--|---|---|-------------------|------------|
| <b>PAYMENT BOND FOR OTHER THAN<br/>CONSTRUCTION CONTRACTS</b><br>(See instructions on reverse)   |  | DATE BOND EXECUTED (Must not be later than bid<br>opening date) |   | OMB NO.:9000-0045 |            |
| Public reporting burden for this collection of information is estimated to average 26 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20406. |  |   |   |                   |            |
| PRINCIPAL (Legal name and business address)  |  |   | TYPE OF ORGANIZATION ("X" one)  |                   |            |
|  |  |   | <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION |                   |            |
| SURETY(IES) (Name(s) and business address(es)) (Include ZIP code)  |  |   | STATE OF INCORPORATION  |                   |            |
|  |  |   | PENAL SUM OF BOND   |                   |            |
|  |  |   | MILLION(S)  | THOUSAND(S)       | HUNDRED(S) |
|  |  |   |   |                   | CENTS      |
|  |  |   | CONTRACT DATE   |                   |            |
|  |  |   | CONTRACT NO.  |                   |            |

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the the contract, or any part thereof, was performed and executed, and not elsewhere.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                     |                               |        |               |                       |                       |
|-------------------------------|-------------------------------|--------|---------------|-----------------------|-----------------------|
| SIGNATURE(S)                  | 1.                            | 2.     | 3.            | <i>Corporate Seal</i> |                       |
|                               | (Seal)                        | (Seal) | (Seal)        |                       |                       |
| NAME(S) & TITLE(S)<br>(Typed) | 1.                            | 2.     | 3.            |                       |                       |
| INDIVIDUAL SURETY(IES)        |                               |        |               |                       |                       |
| SIGNATURE(S)                  | 1.                            | 2.     |               |                       |                       |
|                               |                               | (Seal) | (Seal)        |                       |                       |
| NAME(S) & TITLE(S)<br>(Typed) | 1.                            | 2.     |               |                       |                       |
| CORPORATE SURETY(IES)         |                               |        |               |                       |                       |
| <b>SURETY A</b>               | NAME & ADDRESS                |        | STATE OF INC. | LIABILITY LIMIT       | <i>Corporate Seal</i> |
|                               |                               |        |               | \$                    |                       |
|                               | SIGNATURE(S)                  | 1.     | 2.            |                       |                       |
|                               | NAME(S) & TITLE(S)<br>(Typed) | 1.     | 2.            |                       |                       |
| <b>SURETY B</b>               | NAME & ADDRESS                |        | STATE OF INC. | LIABILITY LIMIT       | <i>Corporate Seal</i> |
|                               |                               |        |               | \$                    |                       |
|                               | SIGNATURE(S)                  | 1.     | 2.            |                       |                       |
|                               | NAME(S) & TITLE(S)<br>(Typed) | 1.     | 2.            |                       |                       |

## INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.